

STATISTICAL INFORMATION ONLY: Debtor must select the number of each of the following items included in the Plan.

0 Valuation of Security

0 Assumption of Executory Contract or Unexpired Lease

0 Lien Avoidance

Last revised: September 1, 2018

**UNITED STATES BANKRUPTCY COURT
District of New Jersey**

In Re: **Kurt N Kvist**

Case No.: **19-20040**

Judge: **KCF**

Debtor(s)

CHAPTER 13 PLAN AND MOTIONS

☐ Original

☒ Modified/Notice Required

Date: **12-4-2019**

☐ Motions Included

☐ Modified/No Notice Required

THE DEBTOR HAS FILED FOR RELIEF UNDER
CHAPTER 13 OF THE BANKRUPTCY CODE.

YOUR RIGHTS MAY BE AFFECTED

You should have received from the court a separate *Notice of the Hearing on Confirmation of Plan*, which contains the date of the confirmation hearing on the Plan proposed by the Debtor. This document is the actual Plan proposed by the Debtor to adjust debts. You should read these papers carefully and discuss them with your attorney. Anyone who wishes to oppose any provision of this Plan or any motion included in it must file a written objection within the time frame stated in the *Notice*. Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated. This Plan may be confirmed and become binding, and included motions may be granted without further notice or hearing, unless written objection is filed before the deadline stated in the Notice. The Court may confirm this plan, if there are no timely filed objections, without further notice. See Bankruptcy Rule 3015. If this plan includes motions to avoid or modify a lien, the lien avoidance or modification may take place solely within the chapter 13 confirmation process. The plan confirmation order alone will avoid or modify the lien. The debtor need not file a separate motion or adversary proceeding to avoid or modify a lien based on value of the collateral or to reduce the interest rate. An affected lien creditor who wishes to contest said treatment must file a timely objection and appear at the confirmation hearing to prosecute same.

The following matters may be of particular importance. Debtors must check one box on each line to state whether the plan includes each of the following items. If an item is checked as "Does Not" or if both boxes are checked, the provision will be ineffective if set out later in the plan.

THIS PLAN:

☐ DOES ☒ DOES NOT CONTAIN NON-STANDARD PROVISIONS. NON-STANDARD PROVISIONS MUST ALSO BE SET FORTH IN PART 10.

☒ DOES ☐ DOES NOT LIMIT THE AMOUNT OF A SECURED CLAIM BASED SOLELY ON VALUE OF COLLATERAL, WHICH MAY RESULT IN A PARTIAL PAYMENT OR NO PAYMENT AT ALL TO THE SECURED CREDITOR. SEE MOTIONS SET FORTH IN PART 7, IF ANY.

☐ DOES ☒ DOES NOT AVOID A JUDICIAL LIEN OR NONPOSSESSORY, NONPURCHASE-MONEY SECURITY INTEREST. SEE MOTIONS SET FORTH IN PART 7, IF ANY.

Initial Debtor(s)' Attorney RCN Initial Debtor: KNK Initial Co-Debtor _____

Part 1: Payment and Length of Plan

a. The Debtor has paid \$1,800.00 into the Plan and the debtor shall pay \$481.00 Monthly to the Chapter 13 Trustee, starting on January 1, 2020 for approximately 53 months.

b. The debtor shall make plan payments to the Trustee from the following sources:

- ☒ Future Earnings
- ☒ Other sources of funding (describe source, amount and date when funds are available):
all insurance proceeds from personal injury case and/or sale or refinance of property within three (3) years

c. Use of real property to satisfy plan obligations:

- ☐ Sale of real property
Description: _____
Proposed date for completion: _____
- ☐ Refinance of real property:
Description: _____
Proposed date for completion: _____
- ☐ Loan modification with respect to mortgage encumbering property:
Description: _____
Proposed date for completion: _____

d. ☐ The regular monthly mortgage payment will continue pending the sale, refinance or loan modification.

e. ☐ Other information that may be important relating to the payment and length of plan:

DEBTOR IS TO PAY THE CLAIM OF CREDITORS, YOERYS AND HENRY FRAGA IN THE AMOUNT OF 100,000 WITHIN THREE (3) YEARS FROM EITHER THE PROCEEDS OF THE PERSONAL INJURY CASE, REFINANCE OR SALE OF PROPERTY LOCATED AT 77 WEST STREET, COLONIA, NEW JERSEY 07067 AND 19 GROVER AVENUE, SOUTH AMBOY, NEW JERSEY.

DEBTOR IS TO PAY THE THE CLAIM OF CREDITOR, JANIS LEE DORAN THE AMOUNT OF \$65,000 WITHIN THREE (3) YEARS FROM EITHER THE PROCEEDS OF THE PERSONAL INJURY CASE, REFINANCE OR SALE OF PROPERTY LOCATED AT 77 WEST STREET, COLONIA, NEW JERSEY 07067 AND 19 GROVER AVENUE, SOUTH AMBOY, NEW JERSEY.

IF DEBTOR DOES NOT MAKE THE PAYMENT TO CREDITORS, YOERYS AND HENRY FRAGA AND JANIS LEE DORAN WITHIN THAT TIME THEN THE AMOUNT OWED TO CREDITORS WILL BE INCREASED WITH A REPAYMENT OF 15% FOR EACH ADDITIONAL YEAR.

IF THE CLAIMS ARE NOT PAID TO CREDITORS WITHIN FIVE (5) YEARS THE CREDITORS WILL HAVE THE RIGHT TO FORECLOSE ON DEBTOR'S PROPERTY LOCATED AT 77 WEST STREET, COLONIA, NEW JERSEY 07067 AND 19 GROVER AVENUE, SOUTH AMBOY, NEW JERSEY AND CREDITORS WILL ALSO BE ALLOWED TO PLACE A MORTGAGE ON SAID PROPERTY.

THE CLAIMS OF YOERYS AND HENRY FRAGA AND JANIS LEE DORAN SHALL BE PAID AFTER ALL UNSECURED CLAIMS ARE PAID. THE CLAIMS OF YOERYS AND HENRY FRAGA AND JANIS LEE DORAN WILL RECEIVE PAYMENT FROM THE TRUSTEE AFTER UNSECURED CLAIMS ARE PAID.

Part 2: Adequate Protection

☒ **NONE**

a. Adequate protection payments will be made in the amount of \$____ to be paid to the Chapter 13 Trustee and disbursed pre-confirmation to ____ (creditor).

b. Adequate protection payments will be made in the amount of \$____ to be paid directly by the debtor(s) outside the Plan, pre-confirmation to: ____ (creditor).

Part 3: Priority Claims (Including Administrative Expenses)

a. All allowed priority claims will be paid in full unless the creditor agrees otherwise:

Creditor	Type of Priority	Amount to be Paid
Robert C. Nisenson 6680	Attorney Fees	4000

b. Domestic Support Obligations assigned or owed to a governmental unit and paid less than full amount: Check one:

☒ None

☐ The allowed priority claims listed below are based on a domestic support obligation that has been assigned to or is owed to a governmental unit and will be paid less than the full amount of the claim pursuant to 11 U.S.C.1322(a)(4):

Creditor	Type of Priority	Claim Amount	Amount to be Paid
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Part 4: Secured Claims

a. Curing Default and Maintaining Payments on Principal Residence: ☐ NONE

The Debtor will pay to the Trustee (as part of the Plan) allowed claims for arrearages on monthly obligations and the debtor shall pay directly to the creditor (outside the Plan) monthly obligations due after the bankruptcy filing as follows:

Creditor	Collateral or Type of Debt	Arrearage	Interest Rate on Arrearage	Amount to be Paid to Creditor (In Plan)	Regular Monthly Payment (Outside Plan)
RAS/WILMINGTON 19 Grover Avenue, South Amboy, NJ		12,536.42		12,536.42	
FEDERAL HOME LOAN MORTGAGE/SELECT PORTFOLIO SERVICING 77 West Street, Colonia, NJ		3,316.02		3,316.02	
CITIZEN'S BANK VEHICLE		4,467.20		4,467.20	
AMERICREDIT FINANCIAL SERVICES VEHICLE		3,316.02		3,316.02	

b. Curing and Maintaining Payments on Non-Principal Residence & other loans or rent arrears: ☒ NONE

The Debtor will pay to the Trustee (as part of the Plan) allowed claims for arrearages on monthly obligations and the debtor will pay directly to the creditor (outside the Plan) monthly obligations due after the bankruptcy filing as follows:

Creditor	Collateral or Type of Debt	Arrearage	Interest Rate on Arrearage	Amount to be Paid to Creditor (In Plan)	Regular Monthly Payment (Outside Plan)
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c. Secured claims excluded from 11 U.S.C. 506: ☒ NONE

The following claims were either incurred within 910 days before the petition date and are secured by a purchase money security interest in a motor vehicle acquired for the personal use of the debtor(s), or incurred within one year of the petition date and secured by a purchase money security interest in any other thing of value:

Name of Creditor	Collateral	Interest Rate	Amount of Claim	Total to be Paid through the Plan Including Interest Calculation
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d. Requests for valuation of security, Cram-down, Strip Off & Interest Rate Adjustments ☒ NONE

1.) The debtor values collateral as indicated below. If the claim may be modified under Section 1322(b)(2), the secured creditor shall be paid the amount listed as the "Value of the Creditor Interest in Collateral," plus interest as stated. The portion of any allowed claim that exceeds that value shall be treated as an unsecured claim. If a secured claim is identified as having "NO VALUE" it shall be treated as an unsecured claim.

**NOTE: A modification under this section ALSO REQUIRES
the appropriate motion to be filed under Section 7 of the Plan.**

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Superior Liens	Value of Creditor Interest in Collateral	Annual Interest Rate	Total Amount to Be Paid
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2.) Where the Debtor retains collateral and completes the Plan, payment of the full amount of the allowed secured claim shall discharge the corresponding lien.

e. Surrender ☒ NONE

Upon confirmation, the stay is terminated as to surrendered collateral only under 11 U.S.C. 362(a) and that the stay under 11 U.S.C 1301 be terminated in all respects. The Debtor surrenders the following collateral:

Creditor	Collateral to be Surrendered	Value of Surrendered Collateral	Remaining Unsecured Debt
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f. Secured Claims Unaffected by the Plan ☐ NONE

The following secured claims are unaffected by the Plan:

Creditor

PNC BANK

g. Secured Claims to be Paid in Full Through the Plan ☒ NONE

Creditor	Collateral	Total Amount to be Paid through the Plan

Part 5: Unsecured Claims ☐ NONE

a. **Not separately classified** allowed non-priority unsecured claims shall be paid:

☐ Not less than \$___ to be distributed *pro rata*

☒ **Not less than 100%__ percent to unsecured creditors except for Yoerys and Henry Fraga and Janis Lee Doran**

☐ *Pro Rata* distribution from any remaining funds

b. **Separately classified unsecured** claims shall be treated as follows:

Creditor	Basis for Separate Classification	Treatment	Amount to be Paid
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Part 6: Executory Contracts and Unexpired Leases ☒ NONE

(NOTE: See time limitations set forth in 11 U.S.C. 365(d)(4) that may prevent assumption of non-residential real property leases in this Plan.)

All executory contracts and unexpired leases, not previously rejected by operation of law, are rejected, except the following, which are assumed:

Creditor	Arrears to be Cured in Plan	Nature of Contract or Lease	Treatment by Debtor	Post-Petition Payment
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Part 7: Motions ☒ **NONE**

NOTE: All plans containing motions must be served on all potentially affected creditors, together with local form, *Notice of Chapter 13 Plan Transmittal*, within the time and in the manner set forth in D.N.J. LBR 3015-1. A *Certification of Service, Notice of Chapter 13 Plan Transmittal and valuation* must be filed with the Clerk of Court when the plan and transmittal notice are served.

a. Motion to Avoid Liens under 11 U.S.C. Section 522(f). ☒ **NONE**

The Debtor moves to avoid the following liens that impair exemptions:

Creditor	Nature of Collateral	Type of Lien	Amount of Lien	Value of Collateral	Amount of Claimed Exemption	Sum of All Other Liens Against the Property	Amount of Lien to be Avoided
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b. Motion to Avoid Liens and Reclassify Claim from Secured to Completely Unsecured. ☒
NONE

The Debtor moves to reclassify the following claims as unsecured and to void liens on collateral consistent with Part 4 above:

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Superior Liens	Value of Creditor's Interest in Collateral	Total Amount of Lien to be Reclassified
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c. Motion to Partially Void Liens and Reclassify Underlying Claims as Partially Secured and Partially Unsecured. ☒ **NONE**

The Debtor moves to reclassify the following claims as partially secured and partially unsecured, and to void liens on collateral consistent with Part 4 above:

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Amount to be Deemed Secured	Amount to be Reclassified as Unsecured
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Part 8: Other Plan Provisions

a. Vesting of Property of the Estate

- ☒ Upon Confirmation
☐ Upon Discharge

b. Payment Notices

Creditors and Lessors provided for in Parts 4, 6 or 7 may continue to mail customary notices or coupons to the Debtor notwithstanding the automatic stay.

c. Order of Distribution

The Standing Trustee shall pay allowed claims in the following order:

- 1) Ch. 13 Standing Trustee Commissions
- 2) **Other Administrative Claims**
- 3) **Secured Claims**
- 4) **Lease Arrearages**
- 5) **Priority Claims**
- 6) **General Unsecured Claims**

d. Post-Petition Claims

The Standing Trustee ☒ is, ☐ is not authorized to pay post-petition claims filed pursuant to 11 U.S.C. Section 1305(a) in the amount filed by the post-petition claimant.

Part 9: Modification ☐ NONE

If this Plan modifies a Plan previously filed in this case, complete the information below.

Date of Plan being modified: _____.

Explain below **why** the plan is being modified:

pay arrears to creditors and settlement with judgment creditors

Explain below **how** the plan is being modified:

pay arrears to creditors and settlement with judgment creditors

Are Schedules I and J being filed simultaneously with this Modified Plan?

☒ Yes

☐ No

Part 10 : Non-Standard Provision(s): Signatures Required

Non-Standard Provisions Requiring Separate Signatures:

☒ NONE

☐ Explain here:

Any non-standard provisions placed elsewhere in this plan are ineffective.

Signatures

The Debtor(s) and the attorney for the Debtor(s), if any, must sign this Plan.

By signing and filing this document, the debtor(s), if not represented by an attorney, or the attorney for the debtor(s) certify that the wording and order of the provisions in this Chapter 13 Plan are identical to *Local Form, Chapter 13 Plan and Motions*, other than any non-standard provisions included in Part 10.

I certify under penalty of perjury that the above is true.

Date: December 4, 2019

/s/ Kurt N Kvist

Kurt N Kvist

Debtor

Date: _____

Joint Debtor

Date December 4, 2019

/s/ Robert C. Nisenson

Robert C. Nisenson 6680

Attorney for the Debtor(s)

STATISTICAL INFORMATION ONLY: Debtor must select the number of each of the following items included in the Plan.

0 Valuation of Security

0 Assumption of Executory Contract or Unexpired Lease

0 Lien Avoidance

Last revised: September 1, 2018

**UNITED STATES BANKRUPTCY COURT
District of New Jersey**

In Re: **Kurt N Kvist**

Case No.: **19-21587**

Judge: **KCF**

Debtor(s)

CHAPTER 13 PLAN AND MOTIONS

☐ Original

☒ Modified/Notice Required

Date: **8-31-2020**

☐ Motions Included

☐ Modified/No Notice Required

THE DEBTOR HAS FILED FOR RELIEF UNDER
CHAPTER 13 OF THE BANKRUPTCY CODE.

YOUR RIGHTS MAY BE AFFECTED

You should have received from the court a separate *Notice of the Hearing on Confirmation of Plan*, which contains the date of the confirmation hearing on the Plan proposed by the Debtor. This document is the actual Plan proposed by the Debtor to adjust debts. You should read these papers carefully and discuss them with your attorney. Anyone who wishes to oppose any provision of this Plan or any motion included in it must file a written objection within the time frame stated in the *Notice*. Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated. This Plan may be confirmed and become binding, and included motions may be granted without further notice or hearing, unless written objection is filed before the deadline stated in the Notice. The Court may confirm this plan, if there are no timely filed objections, without further notice. See Bankruptcy Rule 3015. If this plan includes motions to avoid or modify a lien, the lien avoidance or modification may take place solely within the chapter 13 confirmation process. The plan confirmation order alone will avoid or modify the lien. The debtor need not file a separate motion or adversary proceeding to avoid or modify a lien based on value of the collateral or to reduce the interest rate. An affected lien creditor who wishes to contest said treatment must file a timely objection and appear at the confirmation hearing to prosecute same.

The following matters may be of particular importance. Debtors must check one box on each line to state whether the plan includes each of the following items. If an item is checked as "Does Not" or if both boxes are checked, the provision will be ineffective if set out later in the plan.

THIS PLAN:

☐ DOES ☒ DOES NOT CONTAIN NON-STANDARD PROVISIONS. NON-STANDARD PROVISIONS MUST ALSO BE SET FORTH IN PART 10.

☒ DOES ☐ DOES NOT LIMIT THE AMOUNT OF A SECURED CLAIM BASED SOLELY ON VALUE OF COLLATERAL, WHICH MAY RESULT IN A PARTIAL PAYMENT OR NO PAYMENT AT ALL TO THE SECURED CREDITOR. SEE MOTIONS SET FORTH IN PART 7, IF ANY.

☐ DOES ☒ DOES NOT AVOID A JUDICIAL LIEN OR NONPOSSESSORY, NONPURCHASE-MONEY SECURITY INTEREST. SEE MOTIONS SET FORTH IN PART 7, IF ANY.

Initial Debtor(s)' Attorney RCN Initial Debtor: KNK Initial Co-Debtor _____

Part 1: Payment and Length of Plan

a. The Debtor has paid \$5,634.00 into the Plan and the debtor shall pay \$589.00 Monthly to the Chapter 13 Trustee, starting on September 1, 2020 for approximately 41 months.

b. The debtor shall make plan payments to the Trustee from the following sources:

- ☒ Future Earnings
- ☒ Other sources of funding (describe source, amount and date when funds are available):
all insurance proceeds from personal injury case and/or sale or refinance of property within three (3) years

c. Use of real property to satisfy plan obligations:

- ☐ Sale of real property wilimington
Description: 19 Grover Avenue, Middlesex, NJ
Proposed date for completion: within 12 months

- ☐ Refinance of real property:
Description: _____
Proposed date for completion: _____

- ☐ Loan modification with respect to mortgage encumbering property:
Description: _____
Proposed date for completion: _____

d. ☐ The regular monthly mortgage payment will continue pending the sale, refinance or loan modification.

e. ☐ Other information that may be important relating to the payment and length of plan:

DEBTOR IS TO PAY THE CLAIM OF CREDITORS, YOERY'S AND HENRY FRAGA IN THE AMOUNT OF 100,000 WITHIN THREE (3) YEARS FROM EITHER THE PROCEEDS OF THE PERSONAL INJURY CASE, REFINANCE OR SALE OF PROPERTY LOCATED AT 77 WEST STREET, COLONIA, NEW JERSEY 07067 AND 19 GROVER AVENUE, SOUTH AMBOY, NEW JERSEY.

DEBTOR IS TO PAY THE THE CLAIM OF CREDITOR, JANIS LEE DORAN THE AMOUNT OF \$65,000 WITHIN THREE (3) YEARS FROM EITHER THE PROCEEDS OF THE PERSONAL INJURY CASE, REFINANCE OR SALE OF PROPERTY LOCATED AT 77 WEST STREET, COLONIA, NEW JERSEY 07067 AND 19 GROVER AVENUE, SOUTH AMBOY, NEW JERSEY.

IF DEBTOR DOES NOT MAKE THE PAYMENT TO CREDITORS, YOERY'S AND HENRY FRAGA AND JANIS LEE DORAN WITHIN THAT TIME THEN THE AMOUNT OWED TO CREDITORS WILL BE INCREASED WITH A REPAYMENT OF 15% FOR EACH ADDITIONAL YEAR.

IF THE CLAIMS ARE NOT PAID TO CREDITORS WITHIN FIVE (5) YEARS THE CREDITORS WILL HAVE THE RIGHT TO FORECLOSE ON DEBTOR'S PROPERTY LOCATED AT 77 WEST STREET, COLONIA, NEW JERSEY 07067 AND 19 GROVER AVENUE, SOUTH AMBOY, NEW JERSEY AND CREDITORS WILL ALSO BE ALLOWED TO PLACE A MORTGAGE ON SAID PROPERTY.

THE CLAIMS OF YOERY'S AND HENRY FRAGA AND JANIS LEE DORAN SHALL BE PAID AFTER ALL UNSECURED CLAIMS ARE PAID. THE CLAIMS OF YOERY'S AND HENRY FRAGA AND JANIS LEE DORAN WILL RECEIVE PAYMENT FROM THE TRUSTEE AFTER UNSECURED CLAIMS ARE PAID.

Part 2: Adequate Protection

☒ **NONE**

a. Adequate protection payments will be made in the amount of \$____ to be paid to the Chapter 13 Trustee and disbursed pre-confirmation to ____ (creditor).

b. Adequate protection payments will be made in the amount of \$____ to be paid directly by the debtor(s) outside the Plan, pre-confirmation to: ____ (creditor).

Part 3: Priority Claims (Including Administrative Expenses)

a. All allowed priority claims will be paid in full unless the creditor agrees otherwise:

Creditor	Type of Priority	Amount to be Paid
Robert C. Nisenson 6680	Attorney Fees	4000

b. Domestic Support Obligations assigned or owed to a governmental unit and paid less than full amount:
Check one:

☒ None

☐ The allowed priority claims listed below are based on a domestic support obligation that has been assigned to or is owed to a governmental unit and will be paid less than the full amount of the claim pursuant to 11 U.S.C.1322(a)(4):

Creditor	Type of Priority	Claim Amount	Amount to be Paid
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Part 4: Secured Claims

a. Curing Default and Maintaining Payments on Principal Residence: ☐ NONE

The Debtor will pay to the Trustee (as part of the Plan) allowed claims for arrearages on monthly obligations and the debtor shall pay directly to the creditor (outside the Plan) monthly obligations due after the bankruptcy filing as follows:

Creditor	Collateral or Type of Debt	Arrearage	Interest Rate on Arrearage	Amount to be Paid to Creditor (In Plan)	Regular Monthly Payment (Outside Plan)
FEDERAL HOME LOAN MORTGAGE/SELECT PORTFOLIO SERVICING 77 West Street, Colonia, NJ					
				3,382.32	3382.32
CITIZEN'S BANK	VEHICLE			4,467.20	4,467.20
AMERICREDIT FINANCIAL SERVICES	VEHICLE			3,316.02	3,316.02

b. Curing and Maintaining Payments on Non-Principal Residence & other loans or rent arrears: ☒ NONE

The Debtor will pay to the Trustee (as part of the Plan) allowed claims for arrearages on monthly obligations and the debtor will pay directly to the creditor (outside the Plan) monthly obligations due after the bankruptcy filing as follows:

Creditor	Collateral or Type of Debt	Arrearage	Interest Rate on Arrearage	Amount to be Paid to Creditor (In Plan)	Regular Monthly Payment (Outside Plan)
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c. Secured claims excluded from 11 U.S.C. 506: ☒ NONE

The following claims were either incurred within 910 days before the petition date and are secured by a purchase money security interest in a motor vehicle acquired for the personal use of the debtor(s), or incurred within one year of the petition date and secured by a purchase money security interest in any other thing of value:

Name of Creditor	Collateral	Interest Rate	Amount of Claim	Total to be Paid through the Plan Including Interest Calculation
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d. Requests for valuation of security, Cram-down, Strip Off & Interest Rate Adjustments ☒ NONE

1.) The debtor values collateral as indicated below. If the claim may be modified under Section 1322(b)(2), the secured creditor shall be paid the amount listed as the "Value of the Creditor Interest in Collateral," plus interest as stated. The portion of any allowed claim that exceeds that value shall be treated as an unsecured claim. If a secured claim is identified as having "NO VALUE" it shall be treated as an unsecured claim.

NOTE: A modification under this section ALSO REQUIRES the appropriate motion to be filed under Section 7 of the Plan.

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Superior Liens	Value of Creditor Interest in Collateral	Annual Interest Rate	Total Amount to Be Paid
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2.) Where the Debtor retains collateral and completes the Plan, payment of the full amount of the allowed secured claim shall discharge the corresponding lien.

e. Surrender ☒ NONE

Upon confirmation, the stay is terminated as to surrendered collateral only under 11 U.S.C. 362(a) and that the stay under 11 U.S.C 1301 be terminated in all respects. The Debtor surrenders the following collateral:

Creditor	Collateral to be Surrendered	Value of Surrendered Collateral	Remaining Unsecured Debt
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f. Secured Claims Unaffected by the Plan ☐ NONE

The following secured claims are unaffected by the Plan:

Creditor

PNC BANK

g. Secured Claims to be Paid in Full Through the Plan ☒ NONE

Creditor	Collateral	Total Amount to be Paid through the Plan

Part 5: Unsecured Claims ☐ NONE

a. **Not separately classified** allowed non-priority unsecured claims shall be paid:

☐ Not less than \$___ to be distributed *pro rata*

☒ **Not less than 100%__ percent to unsecured creditors except for Yoerys and Henry Fraga and Janis Lee Doran**

☐ *Pro Rata* distribution from any remaining funds

b. **Separately classified unsecured** claims shall be treated as follows:

Creditor	Basis for Separate Classification	Treatment	Amount to be Paid
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Part 6: Executory Contracts and Unexpired Leases ☒ NONE

(NOTE: See time limitations set forth in 11 U.S.C. 365(d)(4) that may prevent assumption of non-residential real property leases in this Plan.)

All executory contracts and unexpired leases, not previously rejected by operation of law, are rejected, except the following, which are assumed:

Creditor	Arrears to be Cured in Plan	Nature of Contract or Lease	Treatment by Debtor	Post-Petition Payment
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Part 7: Motions ☒ **NONE**

NOTE: All plans containing motions must be served on all potentially affected creditors, together with local form, *Notice of Chapter 13 Plan Transmittal*, within the time and in the manner set forth in D.N.J. LBR 3015-1. A *Certification of Service, Notice of Chapter 13 Plan Transmittal and valuation* must be filed with the Clerk of Court when the plan and transmittal notice are served.

a. Motion to Avoid Liens under 11 U.S.C. Section 522(f). ☒ **NONE**

The Debtor moves to avoid the following liens that impair exemptions:

Creditor	Nature of Collateral	Type of Lien	Amount of Lien	Value of Collateral	Amount of Claimed Exemption	Sum of All Other Liens Against the Property	Amount of Lien to be Avoided
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b. Motion to Avoid Liens and Reclassify Claim from Secured to Completely Unsecured. ☒
NONE

The Debtor moves to reclassify the following claims as unsecured and to void liens on collateral consistent with Part 4 above:

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Superior Liens	Value of Creditor's Interest in Collateral	Total Amount of Lien to be Reclassified
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c. Motion to Partially Void Liens and Reclassify Underlying Claims as Partially Secured and Partially Unsecured. ☒ **NONE**

The Debtor moves to reclassify the following claims as partially secured and partially unsecured, and to void liens on collateral consistent with Part 4 above:

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Amount to be Deemed Secured	Amount to be Reclassified as Unsecured
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Part 8: Other Plan Provisions

a. Vesting of Property of the Estate

- ☒ Upon Confirmation
☐ Upon Discharge

b. Payment Notices

Creditors and Lessors provided for in Parts 4, 6 or 7 may continue to mail customary notices or coupons to the Debtor notwithstanding the automatic stay.

c. Order of Distribution

The Standing Trustee shall pay allowed claims in the following order:

- 1) Ch. 13 Standing Trustee Commissions
- 2) Other Administrative Claims
- 3) Secured Claims
- 4) Lease Arrearages
- 5) Priority Claims
- 6) General Unsecured Claims

d. Post-Petition Claims

The Standing Trustee ☒ is, ☐ is not authorized to pay post-petition claims filed pursuant to 11 U.S.C. Section 1305(a) in the amount filed by the post-petition claimant.

Part 9: Modification ☐ **NONE**

If this Plan modifies a Plan previously filed in this case, complete the information below.

Date of Plan being modified: _____

Explain below why the plan is being modified:	Explain below how the plan is being modified:
sale of property	sale of property

Are Schedules I and J being filed simultaneously with this Modified Plan? ☐ Yes ☒ No

Part 10 : Non-Standard Provision(s): Signatures Required

Non-Standard Provisions Requiring Separate Signatures:

☒ NONE

☒ Explain here:

DEBTOR IS TO PAY THE CLAIM OF CREDITORS, YOERYS AND HENRY FRAGA IN THE AMOUNT OF 100,000 WITHIN THREE (3) YEARS FROM EITHER THE PROCEEDS OF THE PERSONAL INJURY CASE, REFINANCE OR SALE OF PROPERTY LOCATED AT 77 WEST STREET, COLONIA, NEW JERSEY 07067 AND 19 GROVER AVENUE, SOUTH AMBOY, NEW JERSEY.

DEBTOR IS TO PAY THE THE CLAIM OF CREDITOR, JANIS LEE DORAN THE AMOUNT OF \$65,000 WITHIN THREE (3) YEARS FROM EITHER THE PROCEEDS OF THE PERSONAL INJURY CASE, REFINANCE OR SALE OF PROPERTY LOCATED AT 77 WEST STREET, COLONIA, NEW JERSEY 07067 AND 19 GROVER AVENUE, SOUTH AMBOY, NEW JERSEY.

IF DEBTOR DOES NOT MAKE THE PAYMENT TO CREDITORS, YOERYS AND HENRY FRAGA AND JANIS LEE DORAN WITHIN THAT TIME THEN THE AMOUNT OWED TO CREDITORS WILL BE INCREASED WITH A REPAYMENT OF 15% FOR EACH ADDITIONAL YEAR.

IF THE CLAIMS ARE NOT PAID TO CREDITORS WITHIN FIVE (5) YEARS THE CREDITORS WILL HAVE THE RIGHT TO FORECLOSE ON DEBTOR'S PROPERTY LOCATED AT 77 WEST STREET, COLONIA, NEW JERSEY 07067 AND 19 GROVER AVENUE, SOUTH AMBOY, NEW JERSEY AND CREDITORS WILL ALSO BE ALLOWED TO PLACE A MORTGAGE ON SAID PROPERTY.

THE CLAIMS OF YOERYS AND HENRY FRAGA AND JANIS LEE DORAN SHALL BE PAID AFTER ALL UNSECURED CLAIMS ARE PAID. THE CLAIMS OF YOERYS AND HENRY FRAGA AND JANIS LEE DORAN WILL RECEIVE PAYMENT FROM THE TRUSTEE AFTER UNSECURED CLAIMS ARE PAID.

Any non-standard provisions placed elsewhere in this plan are ineffective.

Signatures

The Debtor(s) and the attorney for the Debtor(s), if any, must sign this Plan.

By signing and filing this document, the debtor(s), if not represented by an attorney, or the attorney for the debtor(s) certify that the wording and order of the provisions in this Chapter 13 Plan are identical to *Local Form, Chapter 13 Plan and Motions*, other than any non-standard provisions included in Part 10.

I certify under penalty of perjury that the above is true.

Date: **August 31, 2020**

/s/ Kurt N Kvist

Kurt N Kvist

Debtor

Date: _____

Joint Debtor

Date: **August 31, 2020**

/s/ Robert C. Nisenson

Robert C. Nisenson 6680

Attorney for the Debtor(s)

Certificate of Notice Page 17 of 18

United States Bankruptcy Court
District of New JerseyIn re:
Kurt N Kvist
DebtorCase No. 19-21587-MBK
Chapter 13

CERTIFICATE OF NOTICE

District/off: 0312-3

User: admin
Form ID: pdf901Page 1 of 2
Total Noticed: 40

Date Rcvd: Sep 03, 2020

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Sep 05, 2020.

db +Kurt N Kvist, 77 West St., Colonia, NJ 07067-2115
 sp +Maureen Goodman, Esq., 171 Main Street, Woodbridge, NJ 07095-2104
 cr +Selene Finance LP as servicer for Wilmington Savin, Friedman Vartolo, LLP, 85 Broad St,
 85 Broad St, New York, NY 10004-2434
 cr +Wilmington Savings Fund Society, RAS Crane, LLC, 10700 Abbotts Bridge Road, Suite 170,
 Duluth, GA 30097-8461
 518293890 +Aviya Halpern, 85 East End Avenue, New York, NY 10028-8020
 518411959 +Citibank, N.A., 701 East 60th Street North, Sioux Falls, SD 57104-0493
 518293891 +Citibank/The Home Depot, Po Box 6497, Sioux Falls, SD 57117-6497
 518293892 +Citicards, Citicorp Credit Services/Attn: Centraliz, Po Box 790040,
 Saint Louis, MO 63179-0040
 518293893 Edison- Metuchen Orthopaedic Group, Edison Spine Center, LLC, Edison, NJ 08837
 518293894 +Fay Servicing, PO Box 619063, Dallas, TX 75261-9063
 518293895 +Five Star LLC, C/O James J. Frega, Esq, 886 Belmont Avenue, Suite B,
 North Haledon, NJ 07508-2573
 518293897 +GWS Contractors, Inc, 105 Fresh Ponds Road, Jamesburg, NJ 08831-3303
 518293896 +Gary Cantagallo, 249 Appletree Lane, Mountainside, NJ 07092-1701
 518293898 +Henry Fraga, C/O Joseph V. MacMahon, 169 Ramapo Valley Rd LL-101, Oakland, NJ 07436-2509
 518293899 +Hershey Tannenbaum, C/O Arym Center, PO Box 180240, Brooklyn, NY 11218-0240
 518293900 +Hugh & Vicky Harris, 9 Sterling Road North, Armonk, NY 10504-2519
 518293902 +JFK Hartwyck at Oaktree, C/O Paula G. Kaplan, Esq., 55 Morris Avenue Suite 200,
 Springfield, NJ 07081-1422
 518293903 +JFK Hospital, 65 James St., Edison, NJ 08820-3903
 518293901 +Janis L. Doran, C/O Snellings Law, LLC, 2001 Route 46, Waterview Plaza, Suite 206,
 Parsippany, NJ 07054-1393
 518293904 +New Jersey Imaging Network, 10 Parsonage Road, Suite 105, Edison, NJ 08837-2429
 518293905 +PNC Bank, PO Box 6534, Carol Stream, IL 60197-6534
 518358427 +PSE&G, Attn: Bankruptcy Dept., PO Box 709, Newark NJ 07101-0709
 518293906 +PSE&G, PO Box 14444, New Brunswick, NJ 08906-4444
 518293907 +Ronald A. & Gerri E. Giller, C/O Dreifuss Bonacci & Paker, PC,
 26 Columbia Turnpike North Entrance, Florham Park, NJ 07932-2213
 518293909 +Stylecraft Corporation, 500 Broad St., Terre Hill, PA 17581
 518293910 +William D. Sears, 2 Tanglewood Lane, Holmdel, NJ 07733-2114
 518417276 +Yoerys and Henry Fraga, 2 Wesley Street, Riverdale, NJ 07457-1210

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
smg E-mail/Text: usanj.njbankr@usdoj.gov Sep 04 2020 00:08:52 U.S. Attorney, 970 Broad St.,
Room 502, Rodino Federal Bldg., Newark, NJ 07102-2534smg +E-mail/Text: ustpregion03.ne.ecf@usdoj.gov Sep 04 2020 00:08:49 United States Trustee,
Office of the United States Trustee, 1085 Raymond Blvd., One Newark Center, Suite 2100,
Newark, NJ 07102-5235cr +E-mail/Text: GMFINANCIAL@EBN.PHINSOLUTIONS.COM Sep 04 2020 00:08:33
AmeriCredit Financial Services, Inc., d/b/a GM Fin, 4000 Embarcadero Dr.,
Arlington, TX 76014-4101cr +E-mail/Text: ajunderwood@beckermeisel.com Sep 04 2020 00:08:23 Janis Lee Doran,
c/o Allen J. Underwood II, Esq., Becker LLC, 354 Eisenhower Parkway, Suite 1500,
Livingston, NJ 07039-1023518318214 E-mail/Text: GMFINANCIAL@EBN.PHINSOLUTIONS.COM Sep 04 2020 00:08:33
AmeriCredit Financial Services, Inc., dba GM Financial, P O Box 183853,
Arlington, TX 76096518293889 +E-mail/Text: GMFINANCIAL@EBN.PHINSOLUTIONS.COM Sep 04 2020 00:08:33
AmeriCredit/GM Financial, Attn: Bankruptcy, Po Box 183853, Arlington, TX 76096-3853518312009 E-mail/Text: Bankruptcy.RI@Citizensbank.com Sep 04 2020 00:08:16 Citizens Bank N.A.,
One Citizens Bank Way, Mailstop: JCA115, Johnston, RI 02919518417005 E-mail/Text: jennifer.chacon@spservicing.com Sep 04 2020 00:09:17
Federal Home Loan Mortgage Corporation et al., c/o Select Portfolio Servicing, Inc.,
P.O. Box 65250, Salt Lake City, UT 84165-0250518416709 +E-mail/Text: ajunderwood@beckermeisel.com Sep 04 2020 00:08:23 Janis Lee Doran,
c/o Allen J. Underwood, II, Esq., Becker LLC, 354 Eisenhower Parkway, Suite 1500,
Livingston, New Jersey 07039-1023518359263 +E-mail/Text: bankruptcy@pseg.com Sep 04 2020 00:08:11 PSE&G, Attn: Bankruptcy Dept.,
PO box 490, Cranford, NJ 07016-0490518293908 E-mail/Text: jennifer.chacon@spservicing.com Sep 04 2020 00:09:17
Select Portfolio Servicing, Inc., P.O. Box 65450, Salt Lake City, UT 84165-0450518295890 +E-mail/PDF: gecsedirecoverycorp.com Sep 04 2020 00:13:33 Synchrony Bank,
c/o of PRA Receivables Management, LLC, PO Box 41021, Norfolk, VA 23541-1021518607780 +E-mail/Text: bkteam@selenefinance.com Sep 04 2020 00:08:24 WILMINGTON SAVINGS FUND SOCIETY,
C/O SELENE FINANCE, LP, 9990 RICHMOND AVE SUITE 400 SOUTH, HOUSTON, TX 77042-4546
TOTAL: 13

District/off: 0312-3

User: admin
Form ID: pdf901

Page 2 of 2
Total Noticed: 40

Date Rcvd: Sep 03, 2020

***** BYPASSED RECIPIENTS (continued) *****

***** BYPASSED RECIPIENTS (undeliverable, * duplicate) *****

518377156* ++AMERICREDIT FINANCIAL SERVICES DBA GM FINANCIAL, PO BOX 183853, ARLINGTON TX 76096-3853
(address filed with court: Americredit Financial Services, Inc., Dba GM Financial,
P.O Box 183853, Arlington, TX 76096)

TOTALS: 0, * 1, ## 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

Addresses marked '++' were redirected to the recipient's preferred mailing address
pursuant to 11 U.S.C. 342(f)/Fed.R.Bank.PR.2002(g)(4).

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Sep 05, 2020

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on September 2, 2020 at the address(es) listed below:

Albert Russo on behalf of Trustee Albert Russo docs@russotrustee.com
Albert Russo docs@russotrustee.com
Aleisha Candace Jennings on behalf of Creditor Wilmington Savings Fund Society
ajennings@rasflaw.com
Aleisha Candace Jennings on behalf of Creditor Selene Finance LP as servicer for Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Pretium Mortgage Acquisition Trust bankruptcy@friedmanvartolo.com
Allen J. Underwood, II on behalf of Creditor Janis Lee Doran ajunderwood@beckermeisel.com, ajunderwood@ecf.courtdrive.com;mambrose@becker.legal
Bruce H Levitt on behalf of Creditor Yoerys Fraga blevitt@levittslafkes.com, sslafkes@levittslafkes.com;lspscattorneys@gmail.com;hbr69524@notify.bestcase.com;lsbankruptcynotices@gmail.com
Bruce H Levitt on behalf of Creditor Henry Fraga blevitt@levittslafkes.com, sslafkes@levittslafkes.com;lspscattorneys@gmail.com;hbr69524@notify.bestcase.com;lsbankruptcynotices@gmail.com
Denise E. Carlon on behalf of Creditor Federal Home Loan Mortgage Corporation, as Trustee for the benefit of the Seasoned Credit Risk Transfer Trust, Series 2018-3. dcarlon@kmlawgroup.com, bkgroup@kmlawgroup.com
John R. Morton, Jr. on behalf of Creditor Americredit Financial Services, Inc., d/b/a GM Financial ecfmail@mortoncraig.com, mortoncraigecef@gmail.com
Jonathan C. Schwalb on behalf of Creditor Selene Finance LP as servicer for Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Pretium Mortgage Acquisition Trust bankruptcy@friedmanvartolo.com
Laura M. Egerman on behalf of Creditor Wilmington Savings Fund Society bkyecf@rasflaw.com, bkyecf@rasflaw.com;legerman@rasnj.com
Rebecca Ann Solarz on behalf of Creditor Federal Home Loan Mortgage Corporation, as Trustee for the benefit of the Seasoned Credit Risk Transfer Trust, Series 2018-3. rsolarz@kmlawgroup.com
Robert C. Nisenson on behalf of Debtor Kurt N Kvist r.nisenson@rcn-law.com, doreen@rcn-law.com;g2729@notify.cincompass.com;nisensonrr70983@notify.bestcase.com
U.S. Trustee USTPRegion03.NE.ECF@usdoj.gov

TOTAL: 14